

**WAIVER OF SERVICE OF SUMMONS**

(Fed. R. Civ. 4(d))

TO: L. Donald Prutzman, Esq.  
TANNENBAUM HELPERN SYRACUSE & HIRSCHTRITT LLP  
900 Third Avenue  
New York, New York 10022  
(212) 508-6700

I acknowledge receipt of your request that I waive service of a summons on behalf of Defendants Highliner and Parekh in the action of Highline Capital Management, LLC v. Highliner Investment Group LLC f/k/a Highliner Capital Management, LLC and Anand Parekh, which is case number 08 Civ. 1979 (JSR) in the United States District Court for the Southern District of New York. I also have received a copy of the complaint in the aforementioned action, two copies of the waiver form, and a prepaid means by which I can return a signed copy of the waiver to you.

I, on behalf of Defendants Highliner and Parekh, agree to save the expense of serving a summons and complaint in this lawsuit by not requiring that the Defendants be served with judicial process in the manner provided by Rule 4 of the Federal Rules of Civil Procedure.

I understand that Defendants, will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the Court except for objections based on a defect in the summons or in the service of the summons.

I also understand that Defendants must file and serve an answer or a motion under Rule 12 within sixty (60) days from March 7, 2008, the date when this request was hand delivered to me (or within ninety (90) days if the request was sent outside the United States). If Defendants fail to do so, a default judgment will be entered against them.

Dated: 3/10/08

DAVIS & GILBERT LLP

By: 

Richard S. Eisert

1740 Broadway  
New York, NY 10019  
212-468-4863  
Attorneys for Defendants

**NOTICE OF DUTY TO AVOID  
UNNECESSARY COSTS OF SERVICE**

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

“Good cause” does *not* include a belief that the lawsuit is groundless, or that it is has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant’s property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summon or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.